

Memorandum of Understanding between
The United States Environmental Protection Agency
and
SAMPLE

I. Common Agreements and Principles

- A. This is a voluntary agreement between *SAMPLE* ("EPA ENERGY STAR Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which *SAMPLE* joins the EPA ENERGY STAR Program. The terms of this MOU shall apply to copiers sold by Partner under its own brand name(s).
- B. EPA ENERGY STAR Partner and EPA agree that the primary purpose of the EPA ENERGY STAR Program is to promote the manufacturing and marketing of energy-efficient equipment, thereby potentially reducing combustion-related pollution.
- C. EPA ENERGY STAR Partner and EPA agree that the use of energy-efficient equipment may also increase profits and competitiveness.
- D. EPA ENERGY STAR Partner and EPA agree that the EPA ENERGY STAR Program may also improve or enhance equipment's useful lifetime, customer satisfaction, and overall product quality.
- E. EPA ENERGY STAR Partner and EPA agree that publicizing the EPA ENERGY STAR Program is important to demonstrate the following: the concern of Partner for the environment, the vitality of the free enterprise system in reducing costs, and the capability of voluntary programs to achieve environmental goals.
- F. EPA ENERGY STAR Partner and EPA agree that maintaining public confidence in the EPA ENERGY STAR Program is critical to achieving the shared goals of Partner and EPA.
- G. EPA ENERGY STAR Partner and EPA agree that membership in the EPA ENERGY STAR Program is essential to the cooperative effort to achieve the shared goals stated above.

II. Definitions

A. Copier: A commercial reprographic imaging unit whose sole function is the production of duplicates from a graphic hardcopy original. A copier must include a marking system, an imaging system, and a paper handling module. All black and white plain paper copier technologies are covered under this MOU, though the intent is to focus on widely-used standard copier equipment such as light lens copiers. The specifications outlined below apply to copiers designed for letter-sized paper (or A4). Large format copiers designed to handle 17" X 22" (or

A2) paper or larger may be qualified under this program using an adjusted copier speed. This adjustment is outlined in section IV.B below. Copiers qualified under this MOU shall be divided into the following categories:

1. Low Speed Copiers: Copiers with an engine speed for producing multiple images of 20 copies per minute or less. For copier models sold in the US market, this engine speed shall be based on 8.5" x 11" letter-sized paper.
2. Medium Speed Copiers: Copiers with an engine speed for producing multiple images of greater than 20 and less than or equal to 44 copies per minute. For copier models sold in the US market, this engine speed shall be based on 8.5" x 11" letter-sized paper.

3. High Speed Copiers: Copiers with an engine speed for producing multiple images of greater than 44 copies per minute. For copier models sold in the US market, this engine speed shall be based on 8.5" x 11" letter-sized paper.

B. Base Unit: For a given engine speed, the base unit is defined as the most basic version of a copier that is actually sold as a fully operational model. The base unit is typically designed and shipped in a single piece, and does not include any external power-consuming accessories that may be sold separately.

C. Accessories: A piece of additional equipment that is not necessary for the standard operation of the base unit, but that may be added before or after shipping in order to enhance or change copier performance. An accessory may be sold separately under its own model number, or sold with a base unit as part of a copier package or configuration. Examples of accessories include: sorters, large capacity paper feeders, programmable on/off timers, etc. It is assumed that there will be no substantial increase (more than 10 percent) in off mode power consumption resulting from the addition of an accessory.

D. Copier Model: For purposes of this MOU, a copier model is defined as a base unit and one or more specific accessories that are advertised and sold to consumers under a single model number. When advertised and sold to consumers without any additional accessories, a base unit is also considered a copier model.

E. Low-Power Mode: For purposes of this MOU, the low-power mode is the lowest power state the copier can automatically enter within some period of copier inactivity, without actually turning off. The copier enters this mode within a specified period of time after the last copy was made. For purposes of determining the power consumption in this low-power mode, the company may choose to measure the lowest of either the energy-saver mode or the standby mode.

F. Energy-Saver Mode: The condition that exists when the machine is not making copies, has previously reached operating conditions but is consuming less power than when the machine is in stand-by mode. When the copier is in this mode, there may be some delay before the copier will be capable of making the next copy.

G. Standby Mode: The condition that exists when the machine is not making copies, has reached operating conditions and is ready to make a copy, but has not yet entered into energy-saver mode. When the copier is in this mode, there will be virtually no delay before the copier is capable of making the next copy.

H. Auto-off Feature: For purposes of this MOU, the auto-off feature is defined as the ability for the copier to automatically shut itself off within a specified period of time after the last copy was made. The copier shall automatically enter its off mode after execution of this feature.

I. Off Mode: For purposes of this MOU, the off mode is defined as the condition that exists when the copier is connected to an appropriate electrical source, and has been recently shut off via the auto-off feature¹. When measuring power in this mode, control equipment for remote servicing may be excluded.

¹ Section IV.B. of this MOU contains maximum power consumption targets for the off-mode. EPA expects that most companies will meet these off-mode power consumption targets by incorporating an auto-off feature in the copier. However, it is possible and allowable under this MOU for a manufacturer to utilize a low-power mode, rather than an auto-off feature if the low-power mode power consumption is equal to or less than the off-mode power consumption targets contained in this MOU. (See EPA's Testing Guidelines for copiers for more information on this issue.)

J . Plug-in Mode: The condition that exists when the machine is connected to an appropriate electrical source and is not turned on. To turn the copier on, the user typically needs to manually restart the copier via the on/off switch.

K . Default Times: The time period set by the Partner prior to shipping that determines when the copier will enter its various modes, i.e., the low-power mode, the off mode, etc. Both the off mode default times and the low-power mode default times shall be measured from the time the last copy was made.

L . Recovery Time: The amount of time needed to bring the copier from a low-power mode to the standby mode.

M . Automatic Duplex Mode: The mode in which the copier automatically places images on both sides of a copy sheet, by automatically sending both the copy sheet and the graphic original through the copier model. Examples of this are one-sided to two-sided copying, or two-sided to two-sided copying. For purposes of this MOU, a copier model is considered to have an automatic duplex mode only if the copier model includes all accessories needed to satisfy the above conditions, i.e., an automatic document feeder and accessories for automatic duplexing capabilities.

III. Entry into Force and Duration

A. This MOU enters into force when signed by both EPA and Partner.

B. Both parties agree to the following schedule for implementing the specifications contained in this MOU.

1. The first tier of the program shall commence on July 1, 1995 and conclude on June 30, 1997. Partners can qualify copiers models for Tier 1 starting July 1, 1995.

2. The second tier of the program shall commence on July 1, 1997. The criteria for Tier 2 shall apply to copier models that Partner begins to ship after June 30, 1997. Tier 1 models may continue to bear the ENERGY STARSM logo until the models are phased out of the market (i.e., the new specifications will not apply retroactively to previously qualified products). Models that Partner begins to ship on or after July 1, 1997 must be qualified under the new specifications outlined in Table 2 of Section IV.B, below, though Partner may choose, at its discretion, to implement the new terms prior to this date.

C. The terms of this MOU shall remain in force until such time as EPA institutes new specifications or discontinues the ENERGY STAR Program. Both parties agree that as technologies and markets change, it may become desirable to change the technical specifications included in this MOU in order to keep the ENERGY STAR Program responsive and to maintain its integrity.

D. Both parties agree that this agreement can be terminated by EPA ENERGY STAR Partner or EPA at any time, and for any reason, with no penalty. However, both parties agree that termination for noncompliance would only occur in accordance with the procedures of Section VII., below.

IV. EPA ENERGY STAR Partner's Responsibilities

A. EPA ENERGY STAR Partner agrees to appoint a responsible representative of the company as liaison with EPA for the EPA ENERGY STAR Program and to notify EPA within one month of any change in liaison responsibility. (See Attachment A.)

B. Product Qualification for the EPA ENERGY STARSM Logo

1. Technical specifications

EPA ENERGY STAR Partner agrees to introduce one or more specific copier models that meet the specifications outlined in Tables 1 and 2 below.

Table 1. Tier 1 Criteria for the ENERGY STAR Copier Program. (July 1, 1995.)

Copier Speed (copies per minute)	Off Mode (Watts)	Off Mode Default Time	Automatic Duplex Mode
$0 < \text{cpm} \leq 20$	< 5	≤ 30 minutes	No
$20 < \text{cpm} \leq 44$	< 40	≤ 60 minutes	Optional
$44 < \text{cpm}$	< 40	≤ 90 minutes	Default

Table 2. Tier 2 Criteria for the ENERGY STAR Copier Program. (July 1, 1997.)

Copier Speed ¹ (copies per minute)	Low-Power Mode ² (Watts)	Recovery Time 30 seconds	Off Mode (Watts)	Off Mode Default Time	Automatic Duplex Mode
$0 < \text{cpm} \leq 20$	None	NA	< 5	≤ 30 min	No
$20 < \text{cpm} \leq 44$	$3.85 \times \text{cpm} + 5$	Yes	< 10	≤ 60 min	Optional
$44 < \text{cpm}$	$3.85 \times \text{cpm} + 5$	Recommended	< 15	≤ 90 min	Default

For Tier 2, Partner shall ship copier models with the default time for the low-power mode set at 15 minutes. Partner shall set the default times for the auto-off feature to the levels specified in Tables 1 and 2 above.

¹ ² For large format copier models designed to handle primarily A2 or 17" X 22" paper or larger, an adjusted copier speed may be used for the formula. The following adjustment should be made: Adjusted copier speed = $1.18 \times \text{copier speed}$ (of large format copier models).

² ³ The formula for copier speeds of $20 < \text{cpm}$ should be read as 3.85 multiplied by the number of copies per minute plus 5.

For all copier speeds where it is optional that the duplex mode be set as the default, if a model is shipped with automatic duplexing capabilities, then it is recommended that duplexing be set as the default mode. For all copier speeds where it is required that duplex be set as default,

Partner may provide users with the option to override this default mode for a specific copying job that requires single-sided copies. Once the particular single-sided job is completed, however, the copier model shall return to its default duplex mode.

2. Product Qualification

a. Low Speed Copiers

Any base unit in this copier speed range satisfying the above criteria shall qualify for the program. The ENERGY STARSM logo may be applied directly to any qualifying base unit, regardless of whether it is shipped with additional accessories. Any copier model that includes a qualified base unit may be deemed an ENERGY STAR Copier model.

b. Medium Speed Copiers

The ENERGY STARSM logo may be applied directly to any qualifying base unit, regardless of whether it is shipped with additional accessories. Any copier model that includes any qualified base unit may be deemed an ENERGY STAR Copier model.

For Tier 2, copiers in this copier speed range shall be able to recover from the low-power mode within 30 seconds or less. Declaration of the actual recovery time shall be placed in product literature (see section IV.C.1).

c. High Speed Copiers

Only those copier models in this copier speed range with automatic duplexing capabilities may be qualified as an ENERGY STAR Copier. The Partner will test and qualify the copier model that has automatic duplexing capabilities (this could be a base unit with built in automatic duplexing capabilities or a base unit with automatic duplexing accessories). The ENERGY STARSM logo may be associated only with copier models that qualify. The ENERGY STARSM logo may be placed directly onto any qualified base unit that includes built-in automatic duplexing capabilities. However, for copier models that include a base unit and separate automatic duplexing accessories, the logo shall not be applied directly to the base unit unless the base unit is always sold with the automatic duplexing accessories.

For Tier 2, it is recommended that high speed copier models be able to recover from the low-power mode within 30 seconds or less. Declaration of the recovery time shall be placed in product literature (see section IV.C.1).

3. Exceptions and Clarifications

___After shipping, Partner or its designated service representative shall not alter the copier model in any way that will affect the copier's ability to meet the specifications outlined above. Certain exceptions are allowed in changing the default times, the off mode specifications, and the duplex mode. These exceptions are as follows:

a. Default Times

The Partner, designated service representative, or customer may change the default times for either the low-power or auto-off feature, but only up to a Partner set maximum of 120 minutes. The combined total for off mode and low-power mode default times shall not exceed 120 minutes.

b. Off Mode Power Consumption.

In some cases, Partner may need to ship a copier model with the anti-humidity device disconnected in order to meet off mode power requirements. If this situation leads to sizable inconvenience for a specific customer, Partner (or the designated service representative) may connect the anti-humidity device. If Partner determines that in a certain geographical area there are chronic reliability problems associated with high humidity levels, Partner may contact the EPA program manager (as named in Attachment A) and discuss alternative solutions. For example, EPA may allow Partner to connect the anti-humidity devices in copier models that are shipped to a very humid geographical area.

c. Automatic Duplex Mode

In an individual case where the duplexing feature is causing a customer sizable inconvenience due to their particular usage patterns, the Partner (or the designated service representative) may disable this default mode at the customer's request.

C. Customer Education.

1. Product Literature:

Partner shall provide general information to users regarding the ENERGY STAR features of the copier model. This information might include a description of the ENERGY STAR Program, a discussion of the savings associated with using the power-management features, the benefits of duplex copying and the method for changing the settings or default times. Partner may determine the best manner through which to disseminate this general information to users. Examples of acceptable approaches include: user's manual, special brochures included in the shipping box, etc.

In addition, Partner shall provide product literature on recommended types of recycled copier paper including the amount of post-consumer content in the paper.¹ Partner shall include clear statements addressing the recovery time from the low-power mode in both the user's manual and on datasheets. Brochures and advertisements shall be worded to avoid misleading interpretations.

2. Logo Usage:

To help consumers become familiar with the ENERGY STAR Copier program, the Partner shall place the ENERGY STARSM logo onto qualified products, where practical.² The Partner shall also strive to include the ENERGY STARSM logo in brochures, manuals, and advertisements, etc. for qualified products.

D. Measuring Power Consumption:

1. Partner agrees to perform tests, as necessary, to determine which products comply. Based on the results of these tests, Partner shall self-certify those products that it determines are compliant with the specifications outlined above. Partner may submit information to EPA on compliant products on a voluntary basis.

2. Power consumption shall be measured from the outlet or power supply source to the product under test. Partner must measure power consumption of either the base unit or

¹ ⁴ The US Government has specified a minimum of 20 % post-consumer content for all copier paper purchased for government use. Partner may wish to include information on this or other types of recycled paper.

² ⁵ The Energy StarSM logo may appear on the front of the copier model, on the control panel, or on the nameplate.

an automatic duplexing model as described in IV.B.2.c above. See EPA testing guidelines for more information. When measuring the power consumption in the off mode, Partner shall exclude control equipment required for remote servicing.

E. At EPA's request Partner, will attempt to locate customers who have profited from the program and are willing to share information about performance and savings, as well as locate employees who have contributed to its success. This customer- or employee-supplied information is to be without reference to or endorsement of specific Partner, specific products, or other supply sources.

F. EPA ENERGY STAR Partner agrees to provide information about the ENERGY STAR Program to all of its employees whose jobs are relevant to the development, marketing, sales, and service of ENERGY STAR Copier models.

G. EPA ENERGY STAR Partner understands that participation in the EPA ENERGY STAR Program does not constitute EPA endorsement of EPA ENERGY STAR Partner or its products.

V. EPA's Responsibilities

A. EPA agrees to designate a single liaison point for the EPA ENERGY STAR Program, and to notify Partner within one month of any change in liaison responsibilities. Please send signed MOU and other correspondence to this person. (See Attachment A)

B. EPA agrees to accept the test data as submitted by Partner, whether it is self-determined or determined by an independent third party. EPA will not officially approve any individual test reports submitted by Partner. Therefore, Partner shall not include misleading statements in product literature that imply a product is approved or certified by the EPA, i.e., Partner shall not make claims such as "this copier model is EPA approved," or "this copier model is EPA certified." While this is a self-certifying process, EPA reserves the right to conduct tests on products bearing the EPA ENERGY STARSM logo from either the open market or other available sources, or voluntarily received from Partner.

C. EPA agrees to make an effort to encourage consumer acceptance of copier models introduced under this agreement and bearing the EPA ENERGY STARSM logo.

D. EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses about the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication. EPA agrees to provide materials to Partner from which Partner can create fact sheets, brochures and posters about the ENERGY STAR features of the copier model.

E. EPA agrees to promote energy-efficient equipment and inform consumers about the EPA ENERGY STAR Program and EPA ENERGY STARSM logo by writing articles and/or cooperating with the news media by sharing information, where appropriate.

F. EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy-efficient equipment, educate consumers about the EPA ENERGY STAR Program and logo, and provide Partner with due recognition for its public service in protecting the environment.

VI. Use of the EPA ENERGY STARSM Logo

A. EPA agrees to loan to Partner, at no charge, materials from which Partner can create the ENERGY STARSM logo.

B. It is the responsibility of the Partner to associate EPA, the EPA ENERGY STARSM logo, and the EPA ENERGY STAR Program only with those specific copier models that qualify under the terms and conditions of this MOU. As noted in section IV above, Partner may place logo directly on qualified copier models, as well as on associated packaging, literature, and advertisements for qualified copier models. See EPA's logo usage guidelines for more details and specific examples.

C. When the EPA ENERGY STARSM logo is used, Partner agrees that it shall be accompanied by the following statement: "As an ENERGY STAR Partner, *SAMPLE* has determined that this copier model meets the ENERGY STAR guidelines for energy efficiency." When the ENERGY STARSM logo is applied directly to the product, Partner may place this statement in the user's manual.

E. Partner shall not utilize the logo in a manner that might imply EPA endorsement of the Partner or of Partner's products, other than with regard to a product's energy efficiency.

F. EPA ENERGY STAR Partner agrees not to alter the EPA ENERGY STARSM logo.

G. If either EPA or Partner terminates this Agreement, Partner will no longer be entitled to apply the EPA ENERGY STARSM logo to newly manufactured models, and will no longer make reference to the EPA ENERGY STAR Program so as to construe continuing involvement in the program.

VII. Conflict Resolution

A. Each party agrees to assume good faith as a general principle for resolving conflicts under the EPA ENERGY STAR Program.

B. Both parties agree to informally notify each other if any problems or issues arise and to work together to provide maximum public confidence in the program.

C. Procedure for Addressing Noncompliant Products.

1. If EPA receives information that one or more products certified by Partner as ENERGY STAR compliant may not meet all of the terms of this MOU, then EPA will immediately notify Partner and attempt to address and resolve the problem informally.

2. If these informal discussions do not produce a mutually agreeable resolution, EPA shall notify Partner in writing that Partner shall be terminated from the program unless it undertakes the specific corrective actions sought by EPA. Partner agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, Partner shall agree to do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; or (b) voluntarily terminate this agreement. If Partner does not respond to EPA's letter within 20 business days, or responds but does not agree to either (a) or (b), then this agreement is terminated.

D. If EPA ENERGY STAR Partner believes that EPA is not meeting all of its commitments, Partner agrees to formally notify EPA in writing. EPA agrees to respond in writing within 20 business days of receiving ENERGY STAR Partner's letter. At that time, EPA will do one of the following: (a) undertake the corrective actions sought by Partner, or (b) explain why such corrective actions can not be undertaken.

VIII. Freedom of Information Act and Confidential Business Information

Both parties understand that information provided by Partner to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

*Revisions to this Memorandum of Understanding will not be accepted
This MOU became effective July 1, 1995*

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As representatives of EPA and *SAMPLE*, we, the undersigned, do hereby execute this Memorandum of Understanding on the latter of the dates indicated below.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ - - SAMPLE - - Date: - - SAMPLE - -

Name: Paul Stolpman
Title: Director, Office of Atmospheric Programs

For *SAMPLE*:

Signature: _____ - - SAMPLE - - Date: - - SAMPLE - -

Name: _____

Title: _____